

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
FLORENCE DIVISION

Kenneth Behr

Plaintiff,

vs.

Progressive Home Advantage and
Homesite Insurance Company of the
Midwest

Defendants.

Civil Action No.:

NOTICE OF REMOVAL

The Defendants, Progressive Home Advantage and Homesite Insurance Company of the Midwest, respectfully show unto the Court as follows:

1. That the above-entitled action was commenced in the Court of Common Pleas for the County of Horry, by the filing of Summons and Complaint on April 3, 2017 and is now pending in that Court.

2. That a copy of the Summons and Complaint was served on the Department of Insurance for Homesite Insurance Company on May 18, 2017. That upon information and belief, Progressive Home Advantage has not been served and cannot be served as it is simply a trademark/trade name and not a legal entity.

3. That the action appears to be one for bad faith and breach of contract.

4. That at the time this action was filed and at all times thereafter, the Defendant, Homesite Insurance Company of the Midwest, has been a corporation organized and existing pursuant to the laws of the State of Wisconsin. That at the time this action was filed and at all times thereafter, the Defendant, Homesite Insurance

Company, has maintained its principal place of business in Massachusetts. Defendant, Progressive Home Advantage is merely a trademark/trade name which is used in conjunction with Homesite's activities.

5. That at the time this action was filed and at all times thereafter Plaintiff has been a citizen and resident of the State of South Carolina.

6. That the amount in controversy in the within action exceeds Seventy-Five Thousand Dollars and No/100 (\$75,000.00) in that it alleges a failure to pay policy benefits and punitive damages and attorneys' fees.

7. That this action is one of which the United States District Court has been given original jurisdiction by reason of complete diversity of citizenship between the parties pursuant to 28 U.S.C. § 1332.

8. That the parties to this action are citizens of different states and were citizens of different states at the time this action was filed and at the time of removal.

9. That thirty (30) days have not yet expired since this action became removable to this Court pursuant to the provisions of 28 U.S.C. §1441.

10. That copies of all pleadings, process and orders served in this action are attached and marked as Exhibit "A".

WHEREFORE, Homesite Insurance Company of the Midwest and to the extent it is claimed to be, prays that the above-entitled action be removed from the Court of Common Pleas for the County of Horry, State of South Carolina to the United States District Court for the District of South Carolina, Florence Division.

(Signature on next page)

s/Timothy A. Domin

Timothy A. Domin

District of S.C. Federal Bar No.:

126 Seven Farms Drive, Suite 200

Charleston, South Carolina 29492-8144

Phone: (843) 577-2026

Fax: (843) 722-2867

Email: tdomin@clawsonandstaubes.com

Attorney for Defendants

Charleston, South Carolina

June 16, 2017